

1897-051 Chancery Causes: Adm. of William M. Pennington vs A. J. Jackson & Co  
Lee Co.

Pennington Gap Improvement Co., Wood

CA-Debt  
T-Property

-Deed



To The Hon. W.T. Miller;

Judge of the Circuit Court for the County of Lee:

Humbly complaining your orator R.L. Pennington Administrator of the estate of W.M. Pennington, <sup>deceased</sup> would respectfully represent and show unto your honor 25th day of July, 1891 A.J. Jackson executed to the Pennington Gap. Imp. Co., a corporation doing business in the State of Va., two notes, one for \$66.66 and the other for \$66.67 for the first and second deferred payments on two lots sold by the said Pennington Gap. Imp. Co., to the said A.J. Jackson one of which note became due and payable July 20th, 1892 and the other July 20 1893, said lots sold as afore said are described as Lots Nos. 32 and 33 in Block No. 18 of Plat No. 2 of the town of Pennington Gap. Your orator will further represent and show unto your honor that the said Pennington Gap Improvement Company for valuable consideration, on the 15th day of May, 1894, assigned to the said W.M. Pennington the said notes as afore said, as will appear from the endorsement on the back of the said notes herewith filed as exhibits "A" and "B"; that ~~he~~ after the assignment as afore said, to wit on the 19th day of October, 1895, the said W.M. Pennington departed this life and your said orator qualified as his administrator, and as such took possession of all his personal estate, including these notes. Your orator will also admit that part of these notes have been paid but not all, but your orator is unable to state what the credits are; when these notes came into the possession of your orator they had no credits upon them, but A.J. Jackson holds receipts for all that has been paid on them. Your orator will further represent and show unto your honor that if the said Pennington Gap Improvement Co. has ever made to the said Jackson any deed for the said property he the said Jackson has failed to have the same recorded, for your orator can not find it to make exhibit of it.



And your orator here calls upon the said Pennington Gap Imp. Co to say whether or not it has so made a deed to the said Jackson, and if it has your orator here calls upon the said A.J. Jackson to file with his answer ~~the deed~~. But your orator is informed, believes and charges that the said deferred payments was to constitute a vendor's lien upon the said property in case of an actual conveyance made, and in case there has never been any deed the Pennington Gap Improvement Company has retained title until payment of the purchase money. Your orators will further represent and show unto your honor that the said A.J. Jackson on the 3rd day of October, 1894 executed to your orator R.L. Pennington Trustee, a deed of trust to secure a debt to R.J. Wood of \$750.00, a copy of which said deed is here filed and made part of this bill marked "D"; that on the \_\_\_\_ day of July, 1896, the said R.L. Pennington Trustee in accordance with the said deed of trust sold the same at public outcry, and R.J. Wood became the purchaser at the price of \$100.00 and the trustee as aforesaid made and executed a deed to the said R.J. Wood a copy of which is here filed marked "E" and prayed to be considered as part of this bill.

The premises considered your orator is advised that he has a lien by reason of the facts set out as aforesaid against the said lots or parcels of land and has a right to have the same enforced in this court; The prayer therefore of your orator is that A.J. Jackson, The Pennington Gap Improvement Company, and R.J. Wood be made parties to this bill of complaint, that A.J. Jackson be required to specially answer <sup>what</sup> payments he has made and file his receipts with said answer that the other defendants also answer all and each of the allegations of this bill, but neither need answer under oath that being waived, that a decree be entered upon a hearing declaring your said orators debt a lien, and ordering sale of the said property, and may all other relief be granted your orator that the nature of his cause may demand, and he will ever pray &c.

*Pennington Bros.* P. O.



$$\begin{array}{r} 66\ 66 \\ 2 \\ \hline 133.32 \end{array}$$

19.50

18

$$\begin{array}{r} 18 \\ \hline 152 \\ 19 \\ \hline 3.42 \\ 14.50 \\ \hline 2292 \end{array}$$

\$ 66.66

Pennington's Gap, Lee Co., Va., July 20<sup>th</sup> 1891

One year after date, with interest from date, \$

promise to pay to the order of Pennington's Gap Improvement Company

Sixty Six and 66/100 DOLLARS,

negotiable and payable at Cash on hand office, being the 12<sup>th</sup>

deferred installment of the purchase price of Lot No. 32533, in Block No. 18,

Plat No. 2, of the town of Pennington's Gap, and \$ hereby waive the benefit

of all Homestead exemptions as to this debt, and \$ agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

A J J Jackson

Due July 20 1892

Address, Pennington Gap



For Value received  
we assign the within  
note to

W. M. Cunningham  
5/15/94

Per Geo. Dimp Q.  
By H. J. Morgan  
Treas.

\$ 66.67

Pennington's Gap, Lee Co., Va., July 28 1897

Two years after date, with interest from date, 1

promise to pay to the order of Pennington's Gap Improvement Company

Sixty-six and 67/100 — DOLLARS,

negotiable and payable at Chambers Office, being the 2nd

deferred installment of the purchase price of Lot No. 2783, in Block No. 18,

Plat No. 2, of the town of Pennington's Gap, and I hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

A J Jackson

Due July 2 1893.

Address, Pennington Gap

For Value received  
we assign the within  
note to J. W. Cunningham

5/15/94

Per Geo. Duff. Q.

By H. J. Morgan  
Treas.



## Peffer Costs

Clerk 4.58

1.50

345 1.50

Co. C 1,50

atty. S. O. O.

Estimated 500

81908

1896 2nd Oct rules bill filed  
Spa 24th + Oct

" 1st Novr rules taken the last  
Monday in Oct. Set. Confd  
& Cause Set for hearing



To the Hon. W<sup>m</sup> T. Miller, Judge of the  
circuit court for the County:-

The Receiver of the Pennington  
Exp. Improvement Company, a  
corporation doing business in the  
State of Va. to a bill in chancery  
filed in this honorable court by  
R. L. Pennington, Adm<sup>r</sup>. vs. your  
respondent and A. J. Jackson and  
another,

Answering it says, that it  
is true that it sold the land to  
the said Jackson in the manner  
afore said in the bill of  
the complainant, and that it  
assigned the said notes which  
in the said bill to the said  
Sloutoff's dec'd; and that it  
made & delivered a deed to the  
said property to the said Jackson  
reserving a vendor's lien for the  
balance of the purchase money  
evidenced by the said notes. And  
now hoping fully, answers prays  
to be hence dismissed, &c,

The Pennington Exp. Imp. Co.

By Counsel,

E. H. Pennington Atty for &c,



J. J. Jackson  
J. J. Jackson  
advs 3/4 of Imp  
Co. 1/2 of Imp  
Co. 1/2 of Imp

Filed in a pen court and  
by leave thereof do to  
1896  
A. B. Murray, Clerk

R.L.Pennington, Admr.

Complainant,

Vs.

In Chancery.

A.J.Jackson, et al

Defendants.

This cause came on this the 9th day of June, 1897, to be again heard upon the papers formerly read therein and the report of Special Commissioner, R.L.Pennington, reporting a deed made and executed by him as commissioner to R.J.Wood, and was argued by counsel.

On Consideration of all which, and the said report being unexcepted to, the same is hereby confirmed, and it is ordered that the clerk of the court will deliver to the said R.J.Wood, the said deed upon the payment of \$5.00 to the said R.L.Pennington for his services in making and reporting the said deed. And there remaining nothing further to be done in this cause the same is stricken from the docket.



R.L. Pennington, Admr. Compl.

Vs. Decree final.

A.J. Jackson, et al. Defts.

.....

Enter this June the 9, 1897.

W. L. M.

Corb. p 590



R.L.Pennington, Administrator,

Complainant,

Vs:

In Chancery,

A.J.Jackson, et al,

Defendants.

This cause came on this the 8th day of June, 1897, to be heard upon the papers formerly read therein and the report of Special Commissioner R.L.Pennington, filed herein on the 19th day of May, 1897, and was argued by counsel. On consideration of all which and for reasons appearing to the court, and the said report being unexcepted to, the same is hereby confirmed, and it is adjudged ordered and decreed that R.L.Pennington, who is hereby appointed a special commissioner for the purpose, will ~~after~~ make execute and deliver to the said R.J.Wood a deed to the property purchased in this cause by her, with covenants of special warranty, and report his action to a future day of the term and the cause is continued till the coming in of his report upon said deed.



R.L. Pennington, **Admr.** Compl.

Vs. Decree/

A.J. Jackson, et al. Defts.

Enter this June 8<sup>t</sup> 1897.

W. J. M.

@ O R 2 p. 575-6



R. L. Pennington, Admin

Complainant

vs.

In Chancery

A. J. Jackson et al

Defendants

This cause came on this day to be heard upon the bill of the Complainant and exhibits filed therewith and the answer of the Defendant, Geo. L. Pennington, Co. ~~and~~ ~~R. J. Ward~~, and general replication thereto and it appearing to the Court that A. J. Jackson <sup>et al</sup> have been served with process for more than 15 days, before the first day of the term of the court, and they failing to appear, filed, answer or demur upon motion of counsel for the plaintiff the said bill of the plaintiff, as to the debt of A. J. Jackson, <sup>et al</sup> was taken for confessed. And in consideration of all which and for reasons appearing to the Court and it being admitted by the plaintiff that all of the debt mentioned in the said bill due the said plaintiff by the said A. J. Jackson has been paid, except the sum of \$19.50 with interest from the 1st day of May 1894, it is adjudged, ordered and decreed



that she & it C. L. Cunningham & Lewis,  
recorder of the said A. J. Jackson the  
sum of \$17.50 with interest thereon from  
the 1st day of May 1894 and the cost  
of this suit which said sum and  
costs aforesaid is hereby declared a  
lien upon the lot or parcel of land  
in the bill and proceedings described.  
The sum of said sum of money with its  
interest and costs of this suit to be  
paid within 20 days from the  
date of this decree then C. L. Cun-  
ningham, who is hereby appointed  
a Special Commissioner for the pur-  
pose after having advertised the terms  
and place of sale for 20 days  
by written or printed notices posted  
at least three public places in the  
County, sell the said land at the front  
door of the Court house on some court day  
at public outcry to the highest bidder for  
enough cash in hand to pay the cost  
of this suit and the commission  
of sale and the remainder in three  
equal installments due in six, twelve  
and eighteen months time requiring  
of the purchaser bonds secured to



himself with good personal security.  
And the said C. L. Pennington, before  
entering upon the duties required  
of him by the said decree shall  
execute bond before the Clerk of  
this court conditioned as the law  
requires in such cases in the  
penalty of \$500, and he will report  
his action at the next term of this  
court, and this cause is continued.



J. L. Thompson

24. Dec

A. Jackson, et al

Entered in Chcy Order  
Book 4 Page 485-6

Enter this Nov.

10<sup>th</sup> 1896

17 L.M.



R. L. Pennington Admr.

vs.

A. J. Jackson et al.

#

To the Hon W. P. Miller, Judge of the Circuit Court  
for Lin County.

In a decree entered in the above styled  
cause pending in your honor's court by order  
of the Nov. term 1846, the undersigned was  
directed to make sale of the lots in the bill  
& proceedings mentioned above, & in compliance  
to said order your Commissioner on the  
18<sup>th</sup> day of January, 1847, after having adver-  
tised the time & place of sale as  
directed by said order proceeded on the ~~18<sup>th</sup>~~  
said day to make sale of said property at  
the front door of the Court house of the  
county of Lin, and the only bid made  
was \$45<sup>00</sup> from R. J. Wood, and to  
her the land was conveyed &c.  
she has paid your honor the out of the  
debt for which the land was sold,  
which is

	22.92
she will pay she says before court	com. 22.50
there will remain on purchase	19.08
	\$42.00
	\$6.92
	45.00

but your court did not take any notes  
for this reason she is the owner of the  
property as purchaser under a deed of  
trust as will be seen by deed filed in  
suit.

Now if the said sale is confirmed  
R. J. Wood is entitled to a deed to this



property. To be sure the price is exceedingly  
low for the hour, but when we con-  
sider that she was the owner of the  
property under the deed of trust your  
Commissioner sees no reason why  
she may not have a deed.

Respectfully submitted

R. L. Pennington

Spec. Commr.

R. L. Pennington, Adminr.

vs. Report of sale

by R. L. Pennington

A. J. Jackson & Co.

Deeds

Vol. 2, Page 19<sup>th</sup> 1897.

A. B. Munsey, Clerk.



To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County:

In the Chancery cause of R.L. Pennington Admr. Vs. A.J. Jackson et al, the undersigned was by decree entered on the 8th day of June, 1897, directed to make and execute to R.J. Wood a deed to the property which she purchased and has been reported herein, and in obedience to the said order your said commissioner has completed the task assigned him and herewith filed the said deed and submits his action to the court.

Respectfully,

Robt. Pennington

Comr.







This deed made this the 8th day of June, 1897, by and between R.L. Pennington, Commissioner, party of the first part, and R.J. Wood, party of the second part, all of Lee County Va.

Whereas, on the 10th day of November, 1896, it was ordered and decreed by the Circuit Court for Lee County, in a certain cause therein depending, on the chancery side of the said court, between R.L. Pennington, Administrator of the estate of W.M. Pennington, deceased, complainant, and A.J. Jackson and others Defendants, that R.L. Pennington, who was thereby appointed a special commissioner for the purpose, should at public outcry, make sale of a certain lot or parcel of land lying and being in the town of Pennington Gap, Virginia, having first advertised the time terms and place of sale. And, whereas, the said R.L. Pennington, commissioner as aforesaid, in pursuance to the said decretal order of the said court, did on the 18th day of January, 1897, at the front door of the court house, on the first day of the county court for Lee County, offer for sale the said lot or parcel of land described in the said bill, at which said sale the land was knocked off to the said R.J. Wood, who became the best bidder at the price of \$45.00. And, whereas, the whole of the purchase money has been paid; And by an order entered in the said cause the said R.L. Pennington, Commissioner as aforesaid has been directed to make and execute to the said purchaser, R.J. Wood, a deed of conveyance with covenants of special warranty to the said property; Now, in consideration of the premises, and in obedience to the said decretal order of June the 8th, 1897; the said R.L. Pennington Commissioner as aforesaid do hereby grant, release and convey unto the said R.J. Wood, that certain tract or parcel of land lying and being in the town of Pennington Gap, Va., and known as lots No. 32 and 33 in Block No. 18 of the plat of the Pennington Gap Improvement Company, and being the same lot of land that was conveyed to the said A.J. Jackson by deed of the said



Pennington Gap Improvement Co., with covenants of special warranty, together with all of the appurtenances thereunto belonging, or in any wise appurtenant. To have and to hold the said tract or parcel of land unto the said R.J. Wood, and her heirs and assigns forever, together with all the appurtenances.

Witness the following signature and seal, the day and year first above written.

R. L. Pennington Seal.

Virginia, Lee County, to-wit:

I, S. V. F. Richmond, clerk of the Circuit Court for Lee County, in the state aforesaid, do hereby certify that R. L. Pennington, whose name is signed to the foregoing writing bearing date the 8th day of June, 1897, has this day acknowledged the same before me in my county and state aforesaid. Given under my hand this the 10<sup>th</sup> day of June, 1897.

S. V. F. Richmond Clerk.



R. J. Wood.

From: Deed

R. L. Pennington.

.....



copy,

And this is the said R. L. Peckham



The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the Court of the County of [ ] State of [ ] to-wit: [ ]

Wm. H. Carpenter

Subscribed and sworn to before me this [ ] day of [ ] A.D. 19[ ]

S. V. H. Phelps



R. J. Wood,

From: Duck

R. L. Pennington,  
Mustos

"7"

66 45¢



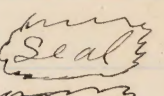
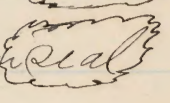
This Deed made this the third day of  
October 1894, by A. J. Jackson and Amanda  
his wife of the first part, to R. L. Pen-  
nington trustee, of the second part.  
Witnesseth; That whereas the said A. J.  
Jackson being now indebted to R. J.  
Wood in the full sum of \$750.<sup>00</sup>  
Seven Hundred and fifty dollars, bear-  
ing interest from date, and being  
desirous of securing said sum of  
money now in consideration of the  
premises aforesaid, and of the sum  
of one dollar in hand paid the  
said first named parties do hereby  
give, grant, sell and convey unto  
said Pennington, trustee, and with  
covenants of general warranty, two  
certain lots or parcels of land  
lying and being in Lee County Vir-  
ginia, in the town of Pennington  
Gap, and known on the plat and  
plan of said property of record  
in the proper Clerk's office of Lee  
County, as lots numbered Thirty-two  
and thirty-three, in ~~Block~~ Eighteen  
and plat two of said town, to have  
and to hold said lots of land with  
their appurtenances, and appendages



unto the said Pennington and his  
heirs forever; In trust nevertheless  
to secure said sum of money with  
its interest due and payable as  
shown by note of even date to-wit:  
\$50.<sup>00</sup> due January 3, 1895, \$50.<sup>00</sup> due April  
3, 1895, \$50.<sup>00</sup> due July 3, 1895, \$50.<sup>00</sup> due  
October 3, 1895, \$50.<sup>00</sup> due January 3, 1896,  
\$100.<sup>00</sup> due July 3, 1896, \$100.<sup>00</sup> due January  
3, 1897, \$100.<sup>00</sup> due July 3, 1897, \$100.<sup>00</sup>  
due January 3, 1898, and the remain-  
der due July 3, 1898. Now, if said  
sums or sums of money with its  
interest be not duly paid as it  
becomes due, then on the request  
of said R. J. Wood, said Pennington  
shall duly advertise the time terms  
and place of sale for thirty days at  
such places as he may deem proper,  
and on some Court day at the front  
door of the Court house, of Lee County,  
offer for sale said ~~lots~~ or enough  
thereof to pay such sums as may  
then be unpaid at public outcry, and  
to the highest bidder for cash in hand,  
and the proceeds of such sale he  
shall apply to the payment of the



costs of drawing and recording deeds  
and the commissions on sales, and  
the amount due said R. J. Wood on  
said notes, and the residue to said  
Jackson. Witness the following signatures  
and seals the day and year above  
written.

R. J. Jackson   
Amanda L. Jackson 

Virginia, Lee County to wit;

I, E. W. Pennington, a Notary Public in  
and for the County and State aforesaid  
do certify that R. J. Jackson, and, whose  
name is signed to the writing above  
bearing date on the Third day of October  
1894, has this day acknowledged the  
same before me in my County aforesaid.  
Given under my hand this 6<sup>th</sup> day of  
October 1894.

E. W. Pennington  
Notary Public

Virginia, Lee County to wit;

I, E. W. Pennington, a notary public  
in and for the County and State  
aforesaid, do hereby certify that  
Amanda J. Jackson whose name is  
signed to the writing above bearing date  
on the 3<sup>rd</sup> day of October 1894 has  
acknowledged the same before me  
in my County aforesaid. Given



under my hand this the 18<sup>th</sup> day  
of October, 1894.

E. W. Pennington  
Notary Public

Virginia, Lee County to wit;  
In the office of the clerk of said  
County the 15<sup>th</sup> day of October 1894 this  
deed was presented and together  
with the certificate thereto annexed  
admitted to record

Attest; J. O. H. Richmond, clerk,

A. J. Jackson. ex. ex.

W. J. Jackson.

E. W. Pennington

6 le. 75¢



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *A. J. Jackson, the Pennington Gap Improvement Company* a Corporation organized under the laws of Va and doing business therein and *R. J. Wood*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *October*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by

*R. L. Pennington* Administrator of the estate of *Mrs M Pennington deceased*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the courthouse, the *10th* day of *October*, 189*6*, and in the *12 / 1st* year of the Commonwealth.

*A. B. Munsey* Clerk.



*copy sent to R. J. Wood*  
R. L. Pennington admr  
SUPCENA.  
vs. {  
IN CHANCERY.  
A. J. Jackson et al  
Pennington Prop. q.

To *2nd Oct* Rules.

CIRCUIT COURT.

Executed Oct 16<sup>th</sup> 1896, as to the Pennington  
Prop Improvements Co. Company by delivering  
a copy of the within summons to  
H. L. Jackson <sup>president</sup> of the said  
Co., and as to A. J. Jackson  
& R. J. Wood by delivering a copy  
of the within <sup>summons</sup> ~~notice~~ each, there  
in person.

W. P. Weston, D.C.